

FR1.3 Payment Methods

Your responsibility for payment of course fees

When you enrol with Open Colleges (**OC**), it is important you understand that you have read and understood the terms of OC's Student Agreement that relate to your rights to cancel your enrolment, as well as OC's Cancellation & Refund Policy (located on our website, under Key Student Information.) This is because when you accept the Student Agreement you are agreeing that you will be liable for your full course fees (or a significant portion of them) after the expiry of your **cooling off period**. This is subject always to any rights you may have under the Australian Consumer Law.

You can also find information in our Student Handbook.

Payment options & methods

- You have several payment options and methods that you may choose from when paying your course fees:
 - 1. Pay in full on enrolment (discount may apply)
 - 2. Pay by instalments via DebitSuccess
 - 3. Pay half upfront, and half by instalment via Debitsuccess
 - 4. Pay via zipMoney
- OC will accept payments made on your behalf by a third-party, provided the third party has provided their signed consent to do this. Please note, if the third party stops paying or defaults on a payment then, as the student, you are still liable under the Student Agreement for payment of the full course fee.
- Where you provide OC with credit card details, you are providing express authorisation to take payment for the required amount.

Pay in full

- If you choose to pay your course fees in full upon enrolment then you can do so by way of credit card, BPAY, or direct deposit into OC's nominated bank account.
- Payment in full (with cleared funds) must be made by the date provided in your enrolment information (Payment Date).
- If you choose this option but do not pay in full at the time of enrolment:



- o you must pay the required deposit at the time of enrolment; and
- o as part of your enrolment, you will be required to set up an instalment payment arrangement via DebitSuccess. If you don't pay in full by the Payment Date, then you will be automatically placed on the instalment payment arrangement, and payments will be deducted from your nominated account.
- If you do not pay in full by the Payment Date then you will be no longer eligible for any 'Pay in Full' Discount, and the course fee will revert to the full course fee (i.e. before the discount was applied).

Pay by instalments via Debitsuccess

- If you choose to pay your course fees by way of an instalment payment arrangements, then you will be provided with a payment schedule specific to your course, based on the course fees payable and the duration of the course (Payment Schedule).
- You can elect to have your Payment Schedule set up for weekly or fortnightly payments. Payments will then be deducted from your nominated account in accordance with the Payment Schedule.
- You will be required to pay a deposit of \$200 upon enrolment.
- The instalment payment arrangement is through OC's third-party billing service provider, Debitsuccess. They will manage the Payment Schedule and process your payments for your course fees.
- Once your enrolment has been finalised and your Payment Schedule set up you will receive a welcome email from Debitsuccess.
- Attached to this form is a copy of Debitsuccess' terms and conditions (which may be updated from time to time). By choosing to pay by instalment and setting up the Payment Schedule, you agree Debitsuccess' terms and conditions.
- It is your responsibility to ensure that you have sufficient cleared funds in your account to meet your obligations under the Payment Schedule. Please note that Debitsuccess will charge dishonour fees if sufficient funds are not available, and we also refer you to your Student Agreement for more details on the consequences of failing to pay your course fees.

Pay half upfront, and half by instalment via Debitsuccess

 If you choose to pay your course fees by way of a combination of the above 2 options i.e. pay half upfront upon enrolment, and pay the other half on an instalment arrangement, and the information above shall apply to such arrangements.

Pay via zipMoney

• OC offers zipMoney to students who wish to pay their course fees via this method. zipMoney offer interest free periods between 24-48 months, based on your course.



- It is your responsibility to determine if you meet zipMoney's eligibility and lending criteria, including (but not limited to) being over 18, a permanent resident or citizen, and have a combined household income as required by zipMoney. They may also complete a credit check.
- If you would like to use zipMoney to pay your course fees, your Enrolment Consultant will provide a link for you to apply, including agreeing to zipMoney's terms and conditions.
- Through zipMoney you can set up your repayment schedule via their portal and nominate weekly, fortnightly or monthly repayments. There is a minimum payment required to ensure you pay your total course fee within the interest free period, however, if for some reason you extend your repayments outside of this period, an interest charge of 19.9% will apply.
- zipMoney also charges a monthly administration fee of \$6.00, which will be included in the fee schedule your Enrolment Consultant will quote you prior to your application with zipMoney.

Pay via BPAY®

- With BPAY®, students are able to pay quickly and securely, 24/7 through their Internet, mobile, or phone banking service.
- BPAY® is only available when a student chooses to pay in full upfront paying in full.
- BPAY® is a trademark of BPAY Pty Ltd ABN 69 079 137 518. Check if BPAY® is right for you by reading the terms and conditions available from your Financial Institution.





The Debitsuccess Contract – Terms and Conditions

1. Introduction

This document outlines the rights and responsibilities you have with regard to the ability of Debitsuccess to directly debit your nominated bank account or credit card for any instalments or payments due by you under the terms and conditions of this Contract. All communication relating to this Contract are to be sent directly to Debitsuccess. All queries regarding the provision of the Services should be directed to the Facility.

2. Definitions

In this Contract, the words and phrases referred to below are defined as follows: "Commencement Date" means the date that the Facility provides the Services to the Customer or such other date as agreed by the Facility and the Customer.

"Contract" means these terms and conditions together with the conditions of instruction to accept direct debits.

"Customer" or "you" means the person or party signing this Contract.

"Debitsuccess" means Debitsuccess Pty Limited, a company incorporated in Australia – Phone: 1800 148 848, Email: customerservice@debitsuccess.com, Postal address: P.O. Box 577, Mt. Waverley, Victoria 3149. "Facility" means the organisation providing the Services and/or its franchisees, as applicable.

"Facility Membership Agreement" means any terms, conditions and contractual agreements made between the Facility and the Customer.

"Services" means the services to be provided by the Facility pursuant to which this Contract relates. For the purposes of this Contract, "Services" means an entitlement to use the Services provided by the Facility and does not mean the "actual" use of the Services.

3. Term

This Contract will commence on the Commencement Date and will continue until all instalments and payments due have been paid in full, unless terminated earlier in accordance with clause 4.

4. Early termination

This Contract may be terminated at any time with the agreement of the Facility. The Customer shall not consider that this Contract has been terminated until such time as termination is confirmed in writing to the Customer by Debitsuccess and/or the Facility to the last address of the Customer that Debitsuccess has on record. Termination of this Contract will also terminate the instruction to accept direct debits.



5. Further customer agreements

The Customer agrees that:

- (i) Change in Facility details the
 Customer's obligations under this
 Contract are not affected by a
 reasonable change in the normal
 location where the Services are
 ordinarily provided, a reasonable
 change in the location of the
 Facility's premises, a change in the
 ownership of the Facility, or a
 change in the name of the Facility;
 and
- (ii) Rights conditional the Customer's rights to the Services are conditional upon he or she:
 - (a) complying with any rules and conditions of the Facility relating to the Services; and
 - (b) making any payments required under this Contract when due.

6. Payments

As consideration for receipt of the Services, the Customer agrees to pay the instalment amount at the agreed payment frequency for the term of this Contract. The Customer may alter the payment frequency and/or day to debit by requesting a change with Debitsuccess. However, any changes shall not affect the total amount of money the Customer would otherwise be required to pay. Should there be any payments in arrears, the Customer authorises Debitsuccess to debit the outstanding balance in order to bring the account up to date.

7. Administration Fee

A one-off fee of \$5.00 is payable to
Debitsuccess by the Customer on signing
this Contract. The Customer authorises
Debitsuccess to add any fees owing
under this clause, to the initial instalment
to be paid by the Customer (as a
separate payment or otherwise) or to
such other instalments as Debitsuccess
may, at its sole discretion, decide.

8. Late Payment Fee

A late payment fee of \$12.00 is payable by the Customer to Debitsuccess for each reversal of a payment initiated by Debitsuccess in accordance with this Contract. The Customer authorises Debitsuccess to add any fees owing under this clause to any future instalments paid by the Customer (as a separate payment or otherwise).

9. Privacy

The Customer acknowledges that:

- (i) Debitsuccess is entitled to store his or her personal information (whether received from the Customer, the Facility or otherwise) on its systems, and use it for the purposes of administering this Contract, providing its products and services, or offering alternative products and services;
- (ii) he or she has rights of access to, and correction of, his or her information under the Privacy Act 1988 (Cth); and



(iii) Debitsuccess (or the Facility) may contact the Customer for any purpose related to the provision of its products and services.

10. Liability

The Customer agrees that, to the extent permitted by law, neither the Facility, Debitsuccess or any of their related companies, directors or employees will be liable for any direct, indirect, or consequential injury, loss or damage to the Customer, or to the property of the Customer whatsoever, arising out of or in relation to this Contract.

11. Debt Collection Action

The Customer:

- (i) authorises the Debitsuccess to notify any debt collection or credit reporting agency upon default by the Customer in regard to any obligation to pay under this Contract;
- (ii) agrees to immediately pay the full outstanding balance of the remainder of the payments due, including any current arrears, should a default occur prior to this Contract terminating;
- (iii) authorises Debitsuccess to add \$50 to the outstanding debt as its fee for dealing with the default; and
- (iv) agrees to pay any and all costs incurred as a result of debt collection including the commission, fees and costs charged by any debt collection

agency (approximately 25% of the outstanding debt).

12. Contracts Privity

The Customer acknowledges that Debitsuccess has been contracted by the Facility to collect the instalments due under this Contract and the Customer acknowledges that all rights of the Facility pursuant to this Contract are able to be enforced by Debitsuccess as if it were the Facility, without any involvement on the part of the Facility or the consent of the Customer.

13. Entire Agreement

This Contract and the Facility Membership Agreement (as applicable) constitutes the entire agreement, understanding and arrangement (express and implied) between the Customer, the Facility and Debitsuccess relating to the subject matter of this Contract, and supersedes and cancels any previous agreement, understanding and arrangement relating to the subject matter of these arrangements whether written or oral. In the event of any inconsistency between the terms of this Contract and the Facility Membership Agreement that specifically relate to the rights and obligations of the Facility (other than any right to unilaterally vary fees payable), the terms of the Facility Membership Agreement shall prevail.

14. Severability

If any provision of this Contract is prohibited, invalid or unenforceable, that provision will be ineffective to the extent of the prohibition, invalidity or



unenforceability without invalidating the remaining provisions of this Contract or affecting the validity or enforceability of that provision, unless it materially alters the nature or material terms of this Contract.

TERMS AND CONDITIONS OF THE DEBITSUCCESS DIRECT DEBIT REQUEST (DDR) SERVICE AGREEMENT

1. INITIAL TERMS

Debitsuccess will debit your nominated account for the amounts and at the frequency of payments as agreed between us on the Debitsuccess DDR Contract, authorised and accepted by you.

2. CHANGE OF TERMS

In the unlikely event that the initial terms are to change, they can only do so in accordance with your Contract and we must give you at least 14 days' notice of the changes including if applicable the new amount, new frequency and next debit date.

3. DEFERRING OR STOPPING A PAYMENT

Should you wish to defer a payment to another date you must contact Debitsuccess before the date of that payment to request the deferment. Deferments are entirely at the discretion of Debitsuccess and will depend on the length of deferment, the current state of your account and your past history. You may request us to stop an individual payment however you will still be liable to make this payment by some other method or your account will become overdue

4. ALTERING THE SCHEDULE

Should you wish to alter the payment frequency or Day to Debit, contact Debitsuccess and we, at our discretion, may be able to make the changes you require. There may be a fee charged for this service (details of any fees payable can be obtained by contacting Debitsuccess on 1-800 148 848). Any changes made will not affect the total amount you would otherwise have paid over the minimum term of your Contract.

5. SUSPENDING THE PAYMENTS



Suspension of payments may be possible under the terms of your Facility Membership Agreement.

6. CANCELLING THE PAYMENTS

You can cancel this Direct Debit Request Authority by requesting this of Debitsuccess or your bank. Cancellation of the authority to debit your account will not terminate this contract or remove your liability to make the payments you have agreed to.

7. DISPUTES

If you dispute any debit payment, you must notify Debitsuccess immediately. Debitsuccess will respond to your dispute within 7 working days and will immediately refund the amount of the debit if we are not able to substantiate the reason for it. If you do not receive a satisfactory response from us to your dispute contact your financial institution who will respond to you with an answer to your claim within 5 business days if your claim is lodged within 12 months of the disputed drawing, or within 30 business days if your claim is lodged after 12 months from the disputed drawing.

8. NON-WORKING DAY

When the day to debit falls on a weekend or public holiday the debit will be initiated on the next working day.

9. DISHONOURED PAYMENTS

It is your responsibility to ensure that on the due date clear funds are available in your nominated account to meet the direct debit payment. Should your payment be dishonoured, Debitsuccess will debit the amount indicated on the front of this Contract with your next payment and may, if we have not received instructions to the contrary from you, debit both the current due payment and the now overdue payment(s) on the same day. Debitsuccess may debit other fees or costs involved with debt collection in accordance with the terms and conditions of the Contract.

10. ENQUIRIES

All enquiries should be directed to Debitsuccess and should be made at least 1 working day prior to the next scheduled debit date.

11. YOUR OTHER RESPONSIBILITIES

In addition to those already mentioned, you are responsible for ensuring that your nominated account is able to accept direct debits. If it is not, it is your responsibility to provide Debitsuccess with a new account number.



Please ensure you also review Debitsuccess' Product Disclosure Statement which applies to this Contract and which can be located here:

https://www.debitsuccess.com.au/product-disclosure-statement/

Policy Category Review Date	Enrolment & Student Support				
Version Control Changes					
Version	Authored By	Approved By	Description of Changes	Date Approved	Effective Date
2.0	Head of Legal & Compliance	Chief Financial Officer	Revised Policy	23/04/2021	1/05/2021
3.0	Head of Legal & Compliance	Chief Financial Officer	Update to deposit information	20/07/2022	01/08/2022